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ATTORNEYS FOR PLAINTIFFS

**IN THE UNITED STATES BANKRUPTCY COURT**

**FOR THE NORTHERN DISTRICT OF TEXAS**

**DALLAS DIVISION**

**IN RE:**

**CORNERSTONE E&P COMPANY, L.P.,**

*et. al,*

## Debtors.

## BAKER HUGHES OILFIELD

**OPERATIONS, INC., SCHLUMBERGER**

**TECHNOLOGY CORPORATION,**

**SIMONS PETROLEUM, INC., TEXAS**

**CES, INC., T.K. STANLEY INC.,**

**PUMPCO ENERGY SERVICES, INC.,**

**I.E. MILLER SERVICES, INC.,**

**BRIDGEPORT TANK TRUCKS, LLC**

**AND SELECT ENERGY SERVICES, LLC**

**D/B/A TEJAS OILFIELD SERVICES**

**Plaintiffs.**

V.

**UNION BANK OF CALIFORNIA, N.A.,**

**N/K/A UNION BANK, N.A.,**

**CORNERSTONE E&P COMPANY,**

## L.P. AND CORNERSTONE

**SOUTHWEST GP, LLC,**

### Defendants.

**Case No. 09-35228-BJH**

**(Chapter 11)**

**ADVERSARY PROCEEDING**

NO. \_\_\_\_\_

## **COMPLAINT AND REQUEST FOR DECLARATORY JUDGMENT**

Plaintiffs Baker Hughes Oilfield Operations, Inc. ("Baker Hughes"), Schlumberger Technology Corporation ("Schlumberger"), Simons Petroleum, Inc. ("Simons"), Texas CES, Inc. ("CES"), T.K. Stanley, Inc. ("Stanley"), Pumpco Energy Services, Inc. ("Pumpco"), I.E. Miller Services, Inc. ("Miller"), Bridgeport Tank Trucks, LLC ("Bridgeport"), Select Energy Services, LLC d/b/a Tejas Oilfield Services ("Select") (collectively referred to as the "Subject M&M Lien Creditors") file this Complaint and Request for Declaratory Judgment pursuant to Bankruptcy Rule 7001 and the Court's Final Cash Collateral/Vendor Financing Order (I) Approving Use Of Cash Collateral and Granting Adequate Protection; and (II) Approving Vendor Financing Agreement (Docket No. 81; paragraph 27) and would respectfully show the Court as follows:

### **I.** **Parties**

1. Plaintiff Baker Hughes is a California corporation with its principal place of business in Texas.
2. Plaintiff Schlumberger is a Texas corporation with its principal place of business in Texas.
3. Plaintiff Simons is an Oklahoma corporation with its principal place of business in Oklahoma.
4. Plaintiff CES is a Texas corporation with its principal place of business in Texas.
5. Plaintiff Stanley is a Mississippi corporation with its principal place of business in Mississippi.

6. Plaintiff Pumpco is a Delaware corporation with its principal place of business in Texas.

7. Plaintiff Miller is a Texas corporation with its principal place of business in Texas.

8. Plaintiff Bridgeport is a Texas limited liability company with its principal place of business in Texas.

9. Plaintiff Select is a Delaware limited liability company with its principal place of business in Texas.

10. Defendant Union Bank of California, N.A. n/k/a Union Bank, N.A. ("UBOC") is the lender under a Credit Agreement dated December 20, 2006 (the "Credit Agreement"), as amended, by and between UBOC and Cornerstone E&P Company, L.P. (defined as the "Borrower" and together with Cornerstone Southwest GP, LLC referred to collectively herein as the "Debtors" or "Cornerstone"). UBOC may be served with process in this adversary proceeding by serving its registered agent, Carl A. Stutzman at 500 N. Akard, Suite 4200, Dallas, TX 75201.

11. Defendant Cornerstone E&P Company, L.P. is a Debtor in the above-captioned chapter 11 bankruptcy proceeding and may be served with process in this adversary proceeding by serving Debtors' counsel, Stephen M. Pezanosky, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219-7673.

12. Defendant Cornerstone Southwest GP, LLC is a Debtor in the above-captioned chapter 11 bankruptcy proceeding and may be served with process in this adversary proceeding

by serving Debtors' counsel, Stephen M. Pezanosky, Haynes and Boone, LLP, 2323 Victory Avenue, Suite 700, Dallas, TX 75219-7673.

## **II.** **Jurisdiction and Venue**

13. The Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 1334. The Complaint asserts claims arising under federal law. The Complaint arises under, arises in or is related to a case under title 11. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

14. This Court has jurisdiction to grant the relief sought herein under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201, *et seq.*

## **III.** **Exhibits**

15. The Subject M&M Lien Creditors attach and incorporate by reference herein the following exhibits in support of this Complaint:

- Exhibit A: Chart reflecting the Debtors' oil and gas leases which are not identified in the UBOC Mortgage Documents.<sup>1</sup>
- Exhibit B: UBOC Mortgage Documents filed in Hill County, Texas.
- Exhibit C: UBOC Mortgage Documents filed in Hughes County, Oklahoma.

## **IV.** **Background Facts**

16. Petition Date. On June 16, 2009, each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

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<sup>1</sup> Certain information contained in Exhibit A including (i) the well name; (ii) Cornerstone Lease ID; (iii) lease name; (iv) net mineral acres; (v) county and state; (vi) date recorded and recording information; and (vii) the legal description of the subject leases was received from Cornerstone and is subject to further review and correction.

17. Pre-petition loan documents. The Borrower and UBOC are parties to a Credit Agreement dated as of December 20, 2006, as amended. UBOC asserts that under the Credit Agreement and associated mortgages and other documents executed in connection therewith (collectively, the "Mortgage Documents"), UBOC holds valid, perfected, enforceable first-priority liens and security interests on all assets and property of the Borrower, which include oil and gas leasehold interests, working interests and associated property and rights which (i) are not identified or adequately described in the Mortgage Documents and (ii) in some cases were acquired by the Debtors after the date of recordation of the Mortgage Documents. The Subject M&M Lien Creditors dispute that UBOC holds valid, perfected, and enforceable liens and security interests on the Debtors' oil and gas interests which were not adequately described in the Mortgage Documents.

18. Cash Collateral Order and Challenge Rights. The final cash collateral order (Docket No. 81) provides as follows regarding the rights of "Trade Lien Creditors," which include the Subject M&M Lien Creditors, to challenge UBOC's liens and security interests under the Mortgage Documents:

Notwithstanding anything contained herein to the contrary, the extent, validity, perfection and enforceability of the Prepetition Obligations and the Prepetition Lender's liens on the Prepetition Collateral are for all purposes subject to the rights of any party in interest with proper standing, other than the Debtors, to file a complaint pursuant to Bankruptcy Rule 7001, seeking to invalidate, subordinate or otherwise challenge the Prepetition Obligations and/or the Prepetition Lender's pre-petition liens upon and security interests in the Prepetition Collateral; provided, however, that if such complaint is not (a) filed by such parties in interest with proper standing to assert such complaint or the Committee, within 75 days following the date of the entry of this Final Cash Collateral / Vendor Financing Order or (b) filed – solely with respect to challenges by a Trade Lien Creditor to the validity and/or the priority of the Prepetition Lender's pre-petition liens upon a Trade Lien Creditor's collateral – by such Trade Lien Creditor within 30 days following the date on which the first proposed plan of reorganization is filed in

these cases (provided, however, any challenges filed after 75 days shall relate only to validity and perfection of the Prepetition Lenders' pre-petition liens under applicable state law and shall not relate to actions pursuant to chapter 5 of the Bankruptcy Code), then: (i) the Prepetition Obligations and the Prepetition Lender's security interests in and liens upon the Prepetition Collateral shall be recognized and allowable as valid, binding, in full force and effect, not subject to any claims, counterclaims, setoff or defenses, perfected and senior to all other liens upon and claims against the Prepetition Collateral to the extent provided herein, and the Prepetition Obligations shall be allowed in the full amount specified above pursuant to sections 502 and 506 of the Bankruptcy Code, and (ii) the acknowledgements and stipulations contained above shall be binding on all parties in interest. Nonetheless, nothing in this Order shall be deemed to grant standing to any other party to commence any adversary proceeding or contested matter.

19. The Subject M&M Lien Creditors' Claims. The Subject M&M Lien Creditors furnished goods, materials, supplies, machinery, equipment and labor under contract with one or more of the Debtors in connection with oil and gas operations conducted by the Debtors in Texas and Oklahoma for which the Subject M&M Lien Creditors have not been paid. The Subject M&M Lien Creditors' claims for unpaid materials and services are secured by (i) statutory mineral liens; and (ii) mineral subcontractor liens, under applicable state law.

20. The Subject M&M Lien Creditors' liens are summarized as follows:

**Baker Hughes**

**Texas M&M Liens**

Claimant	Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Campbell 1H	Hill	187,129.63	6/10/2009	27957	1600/487
BOT Christensen	Chittim 155-4H	Maverick	95,069.50	6/16/2009	155162	1167/281
Drilling Fluids	Colonial Trust 1H Amended	Hill	90,470.64	6/10/2009 9/4/2009	27964 30228	1600/612 1613/183
BOT	Hancock 1H	Hill	26,130.75	6/10/2009	27965	1600/676
BOT Drilling Fluids	Mays-McElroy1H	Hill	185,388.55	6/10/2009	27966	1600/697
Drilling Fluids	Smitherman 1H Amended	Hill	126,057.68	6/10/2009 9/4/2009	27967 30229	1600/773 1613/250

Drilling Fluids	Watson 1H Amended	Hill	178,800.32	6/10/2009 9/8/2009	27956 30267	1600/400 1613/517
Drilling Fluids	Young 1H Amended	Hill	68,837.71	6/10/2009 9/4/2009	27968 30230	1601/1 1613/338

#### Oklahoma M&M Liens

Claimant	Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Drilling Fluids	Dingo 11-1H	Hughes	106,975.93	6/11/2009	2661	1/210/3
Drilling Fluids	Gecko 22-1H	Hughes	88,363.10	6/11/2009	2662	1/210/5
BOT	Leopard 24-1H	Hughes	8,993.56	6/11/2009	2667	1/210/15
Drilling Fluids	Lizard 19-1H	Hughes	124,022.99	6/11/2009	2663	1/210/7
Christensen Drilling Fluids	Okapi 17-1H	Hughes	102,224.47	6/11/2009	2664	1/210/9
BOT	Panda 5-1H	Hughes	41,435.99	6/11/2009	2665	1/210/11
Christensen Drilling Fluids	Wombat 1-1H	Hughes	198,178.31	6/11/2009	2666	1/210/13

#### Schlumberger

#### Texas M&M Liens

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Campbell 1H	Hill	840,382.60	7/2/2009	28483	1603/784
Colonial Trust 1H Amended	Hill	10,942.08	7/2/2009 9/3/2009	28482 30187	1603/765 1612/840
Hancock 1H	Hill	719,352.15	7/2/2009	28486	1604/67
Mays-McElroy 1H	Hill	105,158.33	7/2/2009	28484	1604/1
Smitherman 1H Amended	Hill	27,368.44	7/2/2009 8/31/2009	28485 30060	1604/39 1612/396
Thelma Jean Turner 1H	Hill	379,371.09	7/2/2009	28481	1603/702
Watson 1H	Hill	43,800.19	7/2/2009	28480	1603/676

#### Simons

#### Texas M&M Liens

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Colonial Trust 1H	Hill	53,568.48	6/2/2009	27787	OPR/1599/306
Smitherman 1H	Hill	69,036.60	6/2/2009	27788	OPR/1599/319
Watson 1H	Hill	33,502.42	6/2/2009	27786	OPR/1599/294
Young 1H	Hill	84,744.07	6/2/2009	27789	OPR/1599/331

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Dingo 11-1H	Hughes	103,348.41	6/1/2009	2657	1/209/35
Lizard 19-1H	Hughes	64,448.85	6/1/2009	2655	1/209/31
Okapi 17-1H	Hughes	105,480.76	6/1/2009	2658	1/209/37
Wombat 1-1H	Hughes	129,958.90	6/1/2009	2656	1/208/33

**CES****Texas M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Campbell 1-H	Hill	12,858.82	6/18/2009	28155	OPR/1602/21
Chittim 155-4H	Maverick	322,879.00	6/16/2009	155162	1167/281
Colonial Trust 1H	Hill	434,000.00	6/18/2009	28157	OPR/1602/60
Covington West Acres 1H	Hill	436,361.31	6/18/2009	28152	OPR/1601/834
Hancock 1H	Hill	502,355.01	6/18/2009	28159	OPR/1602/81
Mays-McElroy 1H	Hill	472,812.20	6/18/2009	28156	OPR/1602/39
Smitherman 1H	Hill	486,760.00	6/18/2009	28153	OPR/1602/1
Watson 1H	Hill	481,995.50	6/18/2009	28158	OPR/1602/71
Young 1H	Hill	435,375.00	6/18/2009	28154	OPR/1602/15

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Dingo 11-1H	Hughes	241,433.33	6/17/2009	2675	1/210/31
Gecko 22-1H	Hughes	352,108.33	6/17/2009	2676	1/210/33
Lizard 19-1H	Hughes	326,983.00	6/17/2009	2679	1/210/39
Okapi 17-1H	Hughes	360,839.16	6/17/2009	2677	1/210/35
Wombat 1-1H	Hughes	337,334.66	6/17/2009	2678	1/210/37

**Stanley****Texas M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page/Line
Young 1H	Hill	7,475.00	9/17/2009	1614	649-685



**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page/Line
Dingo 11-1H	Hughes	79,142.13	9/17/2009	2819	1/217/39
Okapi 17-1H	Hughes	97,807.00	9/17/2009	2820	1/218/1

**Pumpco****Texas M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation #	Book/Page/Line
Colonial Trust 1H	Hill	22,085.82	8/10/2009	29549	1609/597
Young 1H	Hill	35,341.97	8/10/2009	29550	1609/608

**Miller****Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation #	Book/Page/Line
Dingo 11-1H	Hughes	32,000	8/11/2009	2758	1/214/37

**Bridgeport Tank Trucks, LLC****Texas M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation #	Book/ Page/Line
Campbell 1H	Hill	4,242.12	7/21/2009	28990	1606/627
Covington Acres West 1H	Hill	541.25	7/21/2009	28992	1606/676
Hancock 1H	Hill	1,510.09	8/4/2009	29391	1608/717
Mays-McElroy 1H	Hill	1,472.20	8/4/2009	29392	1608/738
Saunders 1H	Hill	387.00	7/28/2009	29188	1607/807
Thelma Jean Turner 1H	Hill	2,007.41	7/21/2009	28991	1606/653

**Select**

**Texas M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Colonial Trust 1H	Hill	32,000.00	6/3/2009	27815	OPR/1599/452
Covington West Acres 1H	Hill	4,968.68	6/3/2009	27814	OPR/1599/448
Smitherman 1H	Hill	43,085.81	6/3/2009	27815	OPR/1599/452
Watson 1H	Hill	4,500.00	6/3/2009	27815	OPR/1599/452
Young 1H	Hill	20,539.96	6/3/2009	27815	OPR/1599/452

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Wombat 1-1H	Hughes	29,000.00	6/17/2009	2685	1/211/11

21. The liens described above are referred to collectively as the “Subject Texas M&M Liens” and the “Subject Oklahoma M&M Liens.” The Subject Texas M&M Liens and Subject Oklahoma M&M Liens were timely and properly filed under applicable state law and are valid, fully-perfected and enforceable.

22. Lien rights under Texas law. The Subject Texas M&M Liens attach to and encumber (i) the subject well; (ii) the whole of such land or leasehold or lease for oil and gas purposes; (iii) the material, machinery and supplies furnished by the lien claimant; (iv) all other material, machinery and supplies used for mineral activities; (v) all personal property; (vi) all buildings; (vii) all appurtenances; (viii) all other oil, gas and water wells and pipelines and their right-of-way located on the subject leases; (ix) the oil and gas produced from the subject leases; and (x) the proceeds from the sale thereof and any other property provided for under Texas law.

*See* Tex. Prop. Code § 56.003; *Abella v. Knight Oil Tools*, 945 S.W.2d 847 (Tex. App.—Houston [1<sup>st</sup> Dist.] 1997, no writ).

23. Lien Rights under Oklahoma Law. The Subject Oklahoma M&M Liens attach to and encumber: (i) the whole of the land or leasehold interest; (ii) any oil pipeline or gas pipeline; (iii) any lease for oil and gas purposes; (iv) the buildings and appurtenances; (v) the proceeds from the sale of oil or gas produced therefrom inuring to the working interest, exempting, however, any valid, bona fide reservations of oil or gas payments or overriding royalty interests executed in good faith and payable out of such working interest; (vi) the materials and supplies so furnished; (vii) any oil well supplies, tools and other articles used in digging, drilling, torpedoing, operating, completing, or repairing any oil or gas well; (viii) the oil or gas well for which they are furnished and all of the other oil wells, gas wells, fixtures, appliances, buildings and appurtenances used in operating for oil, gas, and other minerals upon the leasehold and any other property provided for under Oklahoma law. *See* 42 Okl. St. § 144.

24. The property interests described in paragraphs 22-23 above which are encumbered by the Subject Texas M&M Liens and the Subject Oklahoma M&M Liens are referred to collectively as the “Subject Oil and Gas Properties.”

25. Real Property Interests Encumbered. The Subject Texas M&M Liens and Subject Oklahoma M&M Liens encumber the following interests in the Subject Oil and Gas Properties: (i) the interest of the contracting party and the interest of any mineral property owner on whose behalf the contracting party contracted (ii) the interest of identified working interest owners with a recorded assignment as of the applicable mineral lien inception date; and (iii) the interest of any working interest owner without a recorded assignment as of the applicable mineral lien inception

date. *See Bandera Drilling Co. v. Lavino*, 824 S.W.2d 782 (Tex. App.—Eastland 1992, no writ); *Trevor Rees-Jones, Trustee for Atkins Petroleum Corp. v. Trevor Rees-Jones, Trustee for Apache Services, Inc.*, 799 S.W.2d 463 (Tex. App.—El Paso 1990, writ denied); *McCarty v. Halliburton Company*, 725 S.W.2d 817 (Tex. App. —Eastland 1987, writ ref'd. n.r.e.).

26. Lien Inception. Once filed and perfected, the Subject M&M Lien Creditors' mineral liens incept and relate back to the commencement of the furnishing of labor and/or materials on the subject leases and/or units. *See* 42 Okl. St. § 144; Tex. Prop. Code 56.004-005; *Youngstown Sheet & Tube Co. v. Lucey Products Co.*, 403 F.2d 135, 143 (5th Cir. 1968); *In re Meg Petroleum Corp.*, 61 B.R. 14, 20 (Bankr. N.D. Tex. 1986); *Bandera Drilling Co. v. Lavino*, 824 S.W.2d 782, 784 (Tex. App.—Eastland 1992, no writ); *Trevor Rees-Jones, Trustee for Atkins Petroleum Corp. v. Trevor Rees-Jones, Trustee for Apache Services, Inc.*, 799 S.W.2d 463 (Tex. App.—El Paso 1990, writ denied).

27. Scope of Subject Texas M&M Liens and Subject Oklahoma M&M Liens. The Debtors filed certain unit designations with respect to oil and gas properties encumbered by the Subject Texas M&M Liens thereby unitizing the leases described therein. The Debtors obtained orders from the Oklahoma Corporation Commission (“OCC”) pooling the interests of mineral property owners and creating drilling and spacing units under 52 Okl. St. § 87.1 *et seq.* with respect to oil and gas properties encumbered by the Subject Oklahoma M&M Liens. Under applicable Texas and Oklahoma law, where multiple leases are operated as a unit, the liens of the Subject M&M Lien Creditors extend to and encumber the totality of the acreage of each lease included (in whole or in part) in the applicable unit. *See* 42 Okl. § 144; *In re George Rodman, Inc.*, 38 B.R. 822 (Bankr. W.D. Okla. 1984); Tex. Prop. Code § 56.003; *Texcalco, Inc. v.*

*McMillan*, 524 S.W.2d 405, 407 (Tex. Civ. App.—Eastland 1975, no writ); *Dunigan Tool & Supply Co. v. Burris*, 427 S.W.2d 341 (Tex. Civ. App.—Eastland 1968, writ ref'd n.r.e.).

V.  
**Justiciable Controversy**

28. UBOC asserts that it has valid, perfected, enforceable, first-priority liens and security interests upon all of the Debtors' assets, which include the Subject Oil and Gas Properties. The Subject M&M Lien Creditors dispute that UBOC has valid, perfected and enforceable liens upon the Debtors' interests in oil and gas leases and/or working interests, including leaseholds not identified or adequately described in the Mortgage Documents. Further, the Subject M&M Lien Creditors seek a declaration from the Court that the Subject M&M Lien Creditors' liens are valid, perfected, enforceable and senior to the lien claims of UBOC, including as to the Subject Oil and Gas Properties identified in Exhibit A attached hereto. The Subject M&M Lien Creditors further seek a declaration from the Court regarding the validity, perfection, enforceability, scope and priority of the Subject Texas M&M Liens and Subject Oklahoma M&M Liens. A declaratory judgment which declares the extent, validity and priority of competing lien claims on the Debtors' property is authorized under Bankruptcy Rule 7001 and will adjudicate disputed issues involved in this controversy between secured creditors in this bankruptcy case. The Subject M&M Lien Creditors seek and are entitled to a declaratory judgment regarding the extent, validity and priority of the Subject M&M Lien Creditors' liens and the extent, validity and priority of UBOC's asserted liens.

**VI.**  
**Causes of Action**

29. **Count One.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 0028419 (Amended) and leases identified by the Debtors as part of the Colonial Trust 1H Well (the “Colonial Trust 1H Unit”). For purposes of this Count, the “Subject Colonial Trust 1H Unit M&M Lien Creditors” are Baker Hughes, Schlumberger, Select, Simons, CES and Pumpco. The Subject Colonial Trust 1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Baker Hughes	Colonial Trust 1H (Amended)	Hill	90,470.64	6/10/2009 9/4/2009	27964 30228	1600/612 1613/183
Schlumberger	Colonial Trust 1H	Hill	10,942.08	7/2/2009 9/3/2009	28482 30187	1603/765 1612/840
Select	Colonial Trust 1H	Hill	32,000.00	6/3/2009	27815	OPR/1599/ 452
Simons	Colonial Trust 1H	Hill	53,568.48	6/2/2009	27787	OPR/1599/ 306
CES	Colonial Trust 1H	Hill	434,000.00	6/18/2009	28157	OPR/1602/ 60
Pumpco	Colonial Trust 1H	Hill	22,085.82	8/10/2009	29549	1609/597

The Subject Colonial Trust 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

30. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

31. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors’ interests in the Colonial Trust 1H Unit.

32. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Colonial Trust 1H	Timothy K. Rogers and Cynthia Ann Rogers
Colonial Trust 1H	Thomas L Bills & Nell M Bills Trust Thomas & Nell
Colonial Trust 1H	Lisa & Kevin Tuma

33. The Subject Colonial Trust 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Colonial Trust 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Colonial Trust 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Colonial Trust 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Colonial Trust 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Colonial Trust 1H Unit; and (v) that the Subject Colonial Trust 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Colonial Trust 1H Unit.

34. **Count Two.** Declaratory Judgment – Liens on leases and leasehold interests included in OCC Pooling Order No. 566011 which includes the Dingo 11-1H Well (the "Dingo 11-1H Unit"). For purposes of this Count, the "Subject Dingo 11-1H Unit M&M Lien Creditors" are Baker Hughes, Simons, CES, Stanley and Pumpco. The Subject Dingo 11-1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Dingo 11-1H	Hughes	106,975.93	6/11/2009	2661	1/210/3
Simons	Dingo 11-1H	Hughes	103,348.41	6/1/2009	2657	1/209/35
CES	Dingo 11-1H	Hughes	241,433.33	6/17/2009	2675	1/210/31
Stanley	Dingo 11-1H	Hughes	79,142.13	9/17/2009	2819	1/217/39
Miller	Dingo 11-1H	Hughes	32,000	8/11/2009	2758	1/214/37

The Subject Dingo 11-1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

35. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

36. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Dingo 11-1H Unit.

37. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Dingo 11-1H	Harlow Royalties, Ltd., H. Roy Tex Inc., managing
Dingo 11-1H	Sally S. Streight
Dingo 11-1H	Susan Diane Garrison
Dingo 11-1H	Forrest D. Wilbanks, AIF for Lloyd H, Wilbanks
Dingo 11-1H	Mary D. Ross
Dingo 11-1H	Mekusukey Oil Company, Inc. Attn: Duke R. Ligon
Dingo 11-1H	Johnny Wayne Cozad
Dingo 11-1H	Melanie Golightly
Dingo 11-1H	The Larry G. Murray Revocable Trust dated 3/22/199
Dingo 11-1H	Harold W. West
Dingo 11-1H	Glenda Rhynes

38. The Subject Dingo 11-1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Dingo 11-1H Unit M&M Lien



Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Dingo 11-1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Dingo 11-1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Dingo 11-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Dingo 11-1H Unit; and (v) that the Subject Dingo 11-1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Dingo 11-1H Unit.

39. **Count Three.** Declaratory Judgment – Liens on leases and leasehold interests included in OCC Pooling No. 561362 which includes the Gecko 22-1H Well (the “Gecko 22-1H Unit”). For purposes of this Count, the “Subject Gecko 22-1H Unit M&M Lien Creditors” are Baker Hughes and CES. The Subject Gecko 22-1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Gecko 22-1H	Hughes	88,363.10	6/11/2009	2662	1/210/5
CES	Gecko 22-1H	Hughes	352,108.33	6/17/2009	2676	1/210/33

The Subject Gecko 22-1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

40. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

41. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Gecko 22-1H Unit.

42. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Gecko 22-1H	Robert R. Gadberry and Reta Ann Gadberry
Gecko 22-1H	Nancy Lee Thrasher
Gecko 22-1H	Ramona Kay Otis
Gecko 22-1H	Arlene Rosalind Bergner
Gecko 22-1H	Michele Bowling
Gecko 22-1H	Tommie Sue Tollett
Gecko 22-1H	Debra Brantley
Gecko 22-1H	Ronal Ward Stallings

43. The Subject Gecko 22-1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Gecko 22-1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Gecko 22-1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Gecko 22-1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Gecko 22-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Gecko 22-1H Unit; and (v) that the Subject Gecko 22-1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Gecko 22-1H Unit.

44. **Count Four.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00028125 (Second Amended) and leases identified by the Debtors as part of the Hancock 1H Well the “Hancock 1-H Unit”). For purposes of this Count, the “Subject Hancock 1H Unit M&M Lien Creditors” are Baker Hughes, Schlumberger, CES and Bridgeport. The Subject Hancock 1-H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
BOT	Hancock 1H	Hill	26,130.75	6/10/2009	27965	1600/676
Schlumberger	Hancock 1H	Hill	719,352.15	7/2/2009	28486	1604/67
CES	Hancock 1H	Hill	502,355.01	6/18/2009	28159	OPR/1602/81
Bridgeport	Hancock 1H	Hill	1,510.09	8/4/2009	29391	1608/717

The Subject Hancock 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

45. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

46. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors’ interests in the Hancock 1H Unit.

47. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Hancock 1H	Anadarko Petroleum Corporation
Hancock 1H	George Davis Jr and Leah Davis
Hancock 1H	George A. Davis Sr. and Linda Davis
Hancock 1H	George A. Davis Sr. and Linda Davis
Hancock 1H	Charles W. Holland, Jr.
Hancock 1H	Ann Charlene Elder
Hancock 1H	Darla Kristen Peacock

48. The Subject Hancock 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Hancock 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Hancock 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Hancock 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Hancock 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Hancock 1H Unit; and (v) that the Subject Hancock 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Hancock 1H Unit.

49. **Count Five.** Declaratory Judgment – Liens on leases and leasehold interests included in OCC Pooling Order Nos. 562805/566835 which includes the Lizard 19-1H Well (the “Lizard 19-1H Unit”). For purposes of this Count, the “Subject Lizard 19-1H Unit M&M Lien Creditors” are Baker Hughes, Simons and CES. The Subject Lizard 19-1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Lizard 19-1H	Hughes	124,022.99	6/11/2009	2663	1/210/7
Simons	Lizard 19-1H	Hughes	64,448.85	6/1/2009	2655	1/209/31
CES	Lizard 19-1H	Hughes	326,983.00	6/17/2009	2679	1/210/39

The Subject Lizard 19-1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

50. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

51. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Lizard 19-1H Unit.

52. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Lizard 19-1H	Bryanne W. Hundley Wallace
Lizard 19-1H	Donald R. Standridge
Lizard 19-1H	Louis E. Standridge
Lizard 19-1H	Wanda Collins
Lizard 19-1H	David J. Milner and Beverly Milner
Lizard 19-1H	Arthur Steven Milner and Cheryl Milner
Lizard 19-1H	Lynn Kaplan
Lizard 19-1H	LaDonna Wallis and Bob Wallis
Lizard 19-1H	Dana Lynne Cary
Lizard 19-1H	George Etta Emerson

53. The Subject Lizard 19-1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Lizard 19-1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Lizard 19-1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Lizard 19-1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Lizard 19-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-

listed, non-identified leasehold interests in the Lizard 19-1H Unit; and (v) that the Subject Lizard 19-1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Lizard 19-1H Unit.

54. **Count Six.** Declaratory Judgment – Liens on leases and leasehold interests included in OCC Pooling No. 566763 which includes the Okapi 17-1H Well (the “Okapi 17-1H Unit”). For purposes of this Count, the “Subject Okapi 17-1H Unit M&M Lien Creditors” are Baker Hughes, Simons, CES and Stanley. The Subject Okapi 17-1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Christensen Drilling Fluids	Okapi 17-1H	Hughes	102,224.47	6/11/2009	2664	1/210/9
Simons	Okapi 17-1H	Hughes	105,480.76	6/1/2009	2658	1/209/37
CES	Okapi 17-1H	Hughes	360,839.16	6/17/2009	2677	1/210/35
Stanley	Okapi 17-1H	Hughes	97,807.00	9/17/2009	2820	1/218/1

The Subject Okapi 17-1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

55. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

56. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors’ interests in the Okapi 17-1H Unit.

57. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Okapi 17-1H	MAP2006-OK
Okapi 17-1H	Margaret Lee Revels Nall
Okapi 17-1H	Lochbuie Limited Partnership, an Oklahoma Ltd Part

Okapi 17-1H	Jack Darrough
Okapi 17-1H	Susan Darrough Kanard
Okapi 17-1H	Paul G. Darrough, III
Okapi 17-1H	Diane Darrough

58. The Subject Okapi 17-1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Okapi 17-1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Okapi 17-1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Okapi 17-1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Okapi 17-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Okapi 17-1H Unit; and (v) that the Subject Okapi 17-1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Okapi 17-1H Unit.

59. **Count Seven.** Declaratory Judgment – Liens on leases and leasehold interests included in the OCC Pooling Order Nos. 563743/565339 which includes the Panda 5-1H Well (the "Panda 5-1H Unit"). For purposes of this Count, the "Subject Panda 5-1H Unit M&M Lien Creditor" is Baker Hughes. The Subject Panda 5-1H Unit M&M Lien is as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
BOT	Panda 5-1H	Hughes	41,435.99	6/11/2009	2665	1/210/11

The Subject Panda 5-1H Unit M&M Lien Creditor incorporates by reference paragraphs 1-28 above.

60. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

61. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Panda 5-1H Unit.

62. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Panda 5-1H	E. L. B. Whalen Revocable Trust, by Trustees Emmy
Panda 5-1H	Margaret M. Biggers and c/o Bryan Cave
Panda 5-1H	Joyce A. Wallace, AIF for William Ray Wallace a/k/a Billie Wallace
Panda 5-1H	William Franklin Howell and Suzanne Howell
Panda 5-1H	Sara Frances Trigg
Panda 5-1H	James V. Biggers
Panda 5-1H	Sandra L. Manahan
Panda 5-1H	Sharon Leah McCarty
Panda 5-1H	Darren R. Sigler
Panda 5-1H	David Sigler, Jr
Panda 5-1H	The Helen Jo Lewis Trust, Trustee, Helen Jo Lewis

63. The Subject Panda 5-1H Unit M&M Lien Creditor request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Panda 5-1H Unit M&M Lien Creditor for the base amount of its respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Panda 5-1H Unit M&M Lien Creditor for interest accruing on the base amount of its respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the



Subject Panda 5-1H Unit M&M Lien Creditor's lien is valid, perfected, enforceable, and attaches to and encumbers the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Panda 5-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Panda 5-1H Unit; and (v) that the Subject Panda 5-1H Unit M&M Lien Creditor has valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Panda 5-1H Unit.

64. **Count Eight.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 0028418 (Amended) and leases identified by the Debtors as part of the Smitherman 1H Well (the “Smitherman 1H Unit”). For purposes of this Count, the “Subject Smitherman 1H Unit M&M Lien Creditors” are Baker Hughes, Schlumberger, Select, Simons and CES. The Subject Smitherman 1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Smitherman 1H Amended	Hill	126,057.68	6/10/2009 9/4/2009	27967 30229	1600/773 1613/250
Schlumberger	Smitherman 1H Amended	Hill	27,368.44	7/2/2009 8/31/2009	28485 30060	1604/39 1612/396
Select	Smitherman 1H Amended	Hill	43,085.81	6/3/2009	27815	OPR/1599/ 452
Simons	Smitherman 1H Amended	Hill	69,036.60	6/2/2009	27788	OPR/1599/ 319
CES	Smitherman 1H Amended	Hill	486,760.00	6/18/2009	28153	OPR/1602/ 1

The Subject Smitherman 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

65. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

66. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Smitherman 1H Unit.

67. The following leases are not identified or adequately described in the UBOC

Mortgage Documents:

Unit	Lease Name
Smitherman 1H	MAP2006-OK
Smitherman 1H	Helen Louise Abbott, AIF f/b/o Vernon Earl Abbott
Smitherman 1H	M. L. Ivy and Shirley Ivy
Smitherman 1H	Larry D. Fuller and Theresa G. Fuller
Smitherman 1H	Jack Calvert
Smitherman 1H	Wanda Malone
Smitherman 1H	Bill Dale Calvert
Smitherman 1H	Kay Holland
Smitherman 1H	Iva Nell Townley
Smitherman 1H	Jim Calvert
Smitherman 1H	George Calvert
Smitherman 1H	Lana Jan Grey
Smitherman 1H	Lydia Sue Wilson
Smitherman 1H	Linda Ann Manley
Smitherman 1H	Johnnie G. Boyd & Laverne Boyd
Smitherman 1H	Thomas C. Byford and Wanda S. Byford
Smitherman 1H	Klint E. Abbott and Sarah M. Abbott
Smitherman 1H	Laura Jill Purvin Zinner
Smitherman 1H	Jeffrey L. Purvin
Smitherman 1H	Lisa Purvin Oliner
Smitherman 1H	Robert L. Purvin, Jr
Smitherman 1H	Duane Emory Purvin
Smitherman 1H	James Kenneth Purvin
Smitherman 1H	Louis J. Hexter
Smitherman 1H	Holly Hexter
Smitherman 1H	Victoria Hexter
Smitherman 1H	David Cunningham & Tammy Cunningham
Smitherman 1H	Cinda Kay Obney
Smitherman 1H	Kimberly Ann Mihal
Smitherman 1H	James M. Britton
Smitherman 1H	Rebecca Williams
Smitherman 1H	Douglas Spinks by James M. Britton, AIF
Smitherman 1H	Tracy L. Baccus & Stacy Baccus

Smitherman 1H	Scott Baccus & Teresa Baccus
Smitherman 1H	Melissa Lewis & Quincey Lewis
Smitherman 1H	The Dorothy Tripp Rutter Turst , by trustees, Kaj
Smitherman 1H	W. Rutter, Jr., Kaj. A. Engberg and Charles F.

68. The Subject Smitherman 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Smitherman 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Smitherman 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Smitherman 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Smitherman 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Smitherman 1H Unit; and (v) that the Subject Smitherman 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Smitherman 1H Unit.

69. **Count Nine.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00022463 and leases identified by the Debtors as part of the Thelma Jean Turner Well (the “Turner 1H Unit”). For purposes of this Count, the “Subject Turner 1H Unit M&M Lien Creditors” are Schlumberger and Bridgeport. The Subject Turner 1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Schlumberger	Thelma Jean Turner 1H	Hill	379,371.09	7/2/2009	28481	1603/702

Bridgeport	Thelma Jean Turner 1H	Hill	2,007.41	7/21/2009	28991	1606/653
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The Subject Turner 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

70. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

71. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Turner 1H Unit.

72. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Turner 1H	Nancilu Jackson McClellan
Turner 1H	Jane C. Mar
Turner 1H	Linda Jackson Bryan
Turner 1H	Morris K. Jackson
Turner 1H	James R. Jackson
Turner 1H	Daniel D. Meyer and Melissa R. Meyer
Turner 1H	Bryan C. Hardin, Jr.
Turner 1H	William Bryan Merrell
Turner 1H	Garland Eugene Hardin
Turner 1H	William Dwight Hardin aka Bill Hardin
Turner 1H	Doris Ann Hardin
Turner 1H	Bobby Glen Hardin
Turner 1H	Garrett Middlebrook
Turner 1H	Norman Wall and Mildred Wall
Turner 1H	Jerry D. Jennings
Turner 1H	Danny Jennings and Gina Jennings
Turner 1H	James Denzil Truitt
Turner 1H	Aaron Herschel Truitt
Turner 1H	Travis Virgil Truitt
Turner 1H	Luther Donald Truitt
Turner 1H	Veda Truitt Carpenter
Turner 1H	William A. Truitt
Turner 1H	Geraldine Lawhon

73. The Subject Turner 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Turner 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Turner 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Turner 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Turner 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Turner 1H Unit; and (v) that the Subject Turner 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Turner 1H Unit.

74. **Count Ten.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00023571 and leases identified by the Debtors as part of the Watson 1H Well (the “Watson 1H Unit”). For purposes of this Count, the “Subject Watson 1H Unit M&M Lien Creditors” are Baker Hughes, Schlumberger, Simons, CES and Select. The Subject Watson 1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Watson 1H Amended	Hill	178,800.32	6/10/2009 9/8/2009	27956 30267	1600/400 1613/517
Schlumberger	Watson 1H Amended	Hill	43,800.19	7/2/2009	28480	1603/676
Simons	Watson 1H Amended	Hill	33,502.42	6/2/2009	27786	OPR/1599/ 294
CES	Watson 1H Amended	Hill	481,995.50	6/18/2009	28158	OPR/1602/ 71

Select	Watson 1H Amended	Hill	4,500.00	6/3/2009	27815	OPR/1599/ 452
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The Subject Watson 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

75. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

76. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Watson 1H Unit.

77. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

<b>Unit</b>	<b>Lease Name</b>
Watson 1H	Burt Living Trust, Frank E. Burt & Nelda D. Burt
Watson 1H	Albert Cordova and Heidi Cordova
Watson 1H	Benny Carroll Conner
Watson 1H	Timothy Wade Poteet
Watson 1H	Shirley Roye Poteet
Watson 1H	Tommy Watson
Watson 1H	O.P. Watson
Watson 1H	Margie Watson
Watson 1H	Burgdorf Family, LP
Watson 1H	Burgdorf Family, LP
Watson 1H	Roy H. Powers
Watson 1H	Richard W. Jones and Crystal D. Jones
Watson 1H	Brian Scott McCoy and Carol Grace McCoy
Watson 1H	K. Don Jennings & LaVerne M. Jennings
Watson 1H	Darwin C. Brunson
Watson 1H	Travis D. Herring & Caroline Herring
Watson 1H	Homer Horton
Watson 1H	George S. Bell and Sarah Marie Bell
Watson 1H	Michael D. Kennedy
Watson 1H	Thomas A. Linamen, Jr

78. The Subject Watson 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Watson 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Watson 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Watson 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Watson 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Watson 1H Unit; and (v) that the Subject Watson 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Watson 1H Unit.

79. **Count Eleven.** Declaratory Judgment – Liens on leases and leasehold interests included in OCC Pooling Order No. 566621 which includes the Wombat 1-1H Well (the “Wombat 1-1H Unit”). For purposes of this Count, the “Subject Wombat 1-1H Unit M&M Lien Creditors” are Baker Hughes, Simons, CES and Select. The Subject Wombat 1-1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Christensen Drilling Fluids	Wombat 1-1H	Hughes	198,178.31	6/11/2009	2666	1/210/13
Simons	Wombat 1-1H	Hughes	129,958.90	6/1/2009	2656	1/208/33
CES	Wombat 1-1H	Hughes	337,334.66	6/17/2009	2678	1/210/37
Select	Wombat 1-1H	Hughes	29,000.00	6/17/2009	2685	1/211/11

The Subject Wombat 1-1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

80. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

81. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Wombat 1-1H Unit.

82. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Wombat 1-1H	Wallston Rixfield, L.L.C. and Oklahoma Limited lia
Wombat 1-1H	Jeffrey Rixleben, Conservator for Patti B. Rixlebe
Wombat 1-1H	Wallston Rixfield, L.L.C. and Oklahoma limited lia
Wombat 1-1H	G. H. Blankenship, Inc.
Wombat 1-1H	TBL Investments Lance Davis, managing partner
Wombat 1-1H	Burton L. Young
Wombat 1-1H	Robert J. McCall
Wombat 1-1H	Shirley H. Pool Trust, dated 10/24/1990 by Roy G.
Wombat 1-1H	Jon Alan Ferris, Trustee of the Jon Alan Ferris Re
Wombat 1-1H	Cliett A. Palmer Trust, Trustee Laurence A. Yeagle
Wombat 1-1H	Gerry P. Holland
Wombat 1-1H	John M. Sullivan
Wombat 1-1H	Christie E. Reeves
Wombat 1-1H	Gordon G. Rogers and Nancy L. Rogers
Wombat 1-1H	Elizabeth Read
Wombat 1-1H	Charles R. Read
Wombat 1-1H	Russell F. Read
Wombat 1-1H	The LaVelle Murray Revocable Trust dated 3/22/1994



Wombat 1-1H	The Larry G. Murray Revocable Trust dated 3/22/199
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83. The Subject Wombat 1-1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Wombat 1-1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Wombat 1-1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Wombat 1-1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Wombat 1-1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Wombat 1-1H Unit; and (v) that the Subject Wombat 1-1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Wombat 1-1H Unit.

84. **Count Twelve.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00027775 (Amended) and leases identified by the Debtors as part of the Young 1H Well (the “Young 1H Unit”). For purposes of this Count, the “Subject Young 1H Unit M&M Lien Creditors” are Baker Hughes, Simons, CES, Stanley, Pumpco and Select. The Subject Young 1H M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Drilling Fluids	Young 1H Amended	Hill	68,837.71	6/10/2009 9/4/2009	27968 30230	1601/1 1613/338
Simons	Young 1H Amended	Hill	84,744.07	6/2/2009	27789	OPR/1599/ 331

CES	Young 1H Amended	Hill	435,375.00	6/18/2009	28154	OPR/1602/15
Stanley	Young 1H Amended	Hill	7,475.00	9/17/2009	1614	649-685
Pumpco	Young 1H Amended	Hill	35,341.97	8/10/2009	29550	1609/608
Select	Young 1H Amended	Hill	20,539.96	6/3/2009	27815	OPR/1599/452

The Subject Young 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

85. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

86. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Young 1H Unit.

87. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Young 1H	Anadarko Petroleum Corporation c/o Gene Frasco
Young 1H	Ronald W. Wherrell & Margaret D. Wherrell
Young 1H	Charles W. Holland, Jr
Young 1H	Ann Charlene Elder
Young 1H	Jack Calvert
Young 1H	Wanda Malone
Young 1H	Bill Dale Calvert
Young 1H	Kay Holland
Young 1H	Iva Nell Townley
Young 1H	Jim Calvert
Young 1H	George Calvert
Young 1H	Teresa Chandler, AIF f/b/a Samuel Duford Gray
Young 1H	Gail Yvonne McClain
Young 1H	John Barnes and Alisha Barnes
Young 1H	James M. Britton
Young 1H	Rebecca Williams
Young 1H	Douglas Spinks by James M. Britton, AIF

Young 1H	Bernice Chapman c/o Darla Knight
Young 1H	Lester O. Lunsford
Young 1H	James L. Carr and Marjorie Carr
Young 1H	Arabella Minerals and Royalties, LLC
Young 1H	John Rhea and wife, Monika Rhea
Young 1H	Hazel Gilmore
Young 1H	Carl W. Gilmore and Laura Gilmore
Young 1H	Bobby Frank and Margaret J. Frank
Young 1H	Billy Frank and Juanice Frank
Young 1H	Sharon O'Brien
Young 1H	Charles D. Smith and Judith A. Smith
Young 1H	Marie Smith
Young 1H	Clara Lee Myers
Young 1H	Linda Lovell and David D. Lovell
Young 1H	E. Frances Shellhorse
Young 1H	Doris Oliver and Donald Oliver

88. The Subject Young 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Young 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Young 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Young 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Young 1H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Young 1H Unit; and (v) that the Subject Young 1H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Young 1H Unit.

89. **Count Thirteen.** Declaratory Judgment – Liens on leases and leasehold interests included in the Unit Designation filed at Instrument No. – 00021491 and leases identified by the Debtors as part of the Covington Acres West 1-H Well (the “Covington Acres West 1-H Unit”). For purposes of this Count, the “Subject Covington Acres West 1-H Unit M&M Lien Creditors” are CES, Bridgeport and Select. The Subject Covington Acres West 1-H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
CES	Covington West Acres 1H	Hill	436,361.31	6/18/2009	28152	OPR/1601/834
Bridgeport	Covington West Acres 1H	Hill	541.25	7/21/2009	28992	1606/676
Select	Covington West Acres 1H	Hill	4,968.68	6/3/2009	27814	OPR/1599/448

The Subject Covington Acres West 1-H M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

90. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

91. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors’ interests in the Covington Acres West 1-H Unit.

92. The following leases are not identified or adequately described in the UBOC Mortgage Documents:

Unit	Lease Name
Covington Acres West 1-H	Annie Ledbetter

93. The Subject Covington Acres West 1-H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Covington Acres West 1-H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Covington Acres West 1-H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Covington Acres West 1-H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Covington Acres West 1-H Unit, (iv) that UBOC does not have a valid, perfected or enforceable lien, including but not limited to on the above-listed, non-identified leasehold interests in the Covington Acres West 1-H Unit; and (v) that the Subject Covington Acres West 1-H Unit M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Covington Acres West 1-H Unit.

94. **Count Fourteen.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00019925 and leases identified by the Debtors as part of the Campbell 1-H Well (the “Campbell 1-H Unit”). For purposes of this Count, the “Subject Campbell 1-H Unit M&M Lien Creditors” are Schlumberger, CES and Bridgeport. The Subject Campbell 1-H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Schlumberger	Campbell 1H	Hill	840,382.60	7/2/2009	28483	1603/784
CES	Campbell 1H	Hill	12,858.82	6/18/2009	28155	OPR/1602/21
Bridgeport	Campbell 1H	Hill	4,242.12	7/21/2009	28990	1606/627

The Subject Campbell H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

95. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

96. The Subject Campbell 1-H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Campbell 1-H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Campbell 1-H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Campbell 1-H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Campbell 1-H Unit, and (iv) that UBOC does not have a valid, perfected or enforceable lien on all of the leasehold interests in the Campbell 1-H Unit.

97. **Count Fifteen.** Declaratory Judgment – Liens on leases included in the Unit Designation filed at Instrument No. – 00022613 and leases identified by the Debtors as part of the Mays-McElroy 1H Well (the “Mays-McElroy 1H Unit”). For purposes of this Count, the “Subject Mays-McElroy 1H Unit M&M Lien Creditors” are Baker Hughes, Schlumberger, CES and Bridgeport. The Subject Mays-McElroy 1H Unit M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
BOT Drilling Fluids	Mays-McElroy1H	Hill	185,388.55	6/10/2009	27966	1600/697
Schlumberger	Mays-McElroy1H	Hill	105,158.33	7/2/2009	28484	1604/1

CES	Mays-McElroy 1H	Hill	472,812.20	6/18/2009	28156	OPR/1602/ 39
Bridgeport	Mays-McElroy 1H	Hill	1,472.20	8/4/2009	29392	1608/738

The Subject Mays-McElroy 1H Unit M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

98. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

99. The Subject Mays-McElroy 1H Unit M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Mays-McElroy 1H Unit M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Mays-McElroy 1H Unit M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Mays-McElroy 1H Unit M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Mays-McElroy 1H Unit, and (iv) that UBOC does not have a valid, perfected or enforceable lien on all of the leasehold interests in the Mays-McElroy 1H Unit.

100. **Count Sixteen.** Declaratory Judgment -- Liens on leases included in Pooling Order No. 553092 which includes the Leopard 24-1H Well (the "Leopard 24-1H Unit"). For purposes of this Count, the "Subject Leopard 24-1H Unit M&M Lien Creditor" is Baker Hughes. The Subject Leopard 24-1H Unit M&M Lien is as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
BOT	Leopard 24-1H	Hughes	8,993.56	6/11/2009	2667	1/210/15

The Subject Leopard 24-1H Unit M&M Lien Creditor incorporates by reference paragraphs 1-28 above.

101. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

102. The Subject Leopard 24-1H Unit M&M Lien Creditor request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Leopard 24-1H Unit M&M Lien Creditor for the base amount of its respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Leopard 24-1H Unit M&M Lien Creditor for interest accruing on the base amount of its respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Leopard 24-1H Unit M&M Lien Creditor's liens is valid, perfected, enforceable, and attaches to and encumbers the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Leopard 24-1H Unit, and (iv) that UBOC does not have a valid, perfected or enforceable lien on all of the leasehold interests in the Leopard 24-1H Unit.

103. **Count Seventeen.** Declaratory Judgment – Liens on leases which are part of Chittim 155-4H Well in Maverick County, Texas (the "Chittim Well"). For purposes of this Count, the "Subject Chittim Well M&M Lien Creditors" are Baker Hughes and CES. The Subject Chittim M&M Liens are as follows:

Claimant	Well	County	Base Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
BOT Christensen	Chittim 155-4H	Maverick	95,069.50	6/16/2009	155162	1167/281
CES	Chittim 155-4H	Maverick	322,879.00	6/16/2009	155162	1167/281



The Subject Chittim M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

104. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. § 2201 and Bankruptcy Rule 7001(2) and (9).

105. The Subject Chittim M&M Lien Creditors request that the Court issue a declaratory judgment (i) that Debtors are indebted to the Subject Chittim M&M Lien Creditors for the base amount of their respective M&M Lien claims, (ii) that Debtors are indebted to the Subject Chittim M&M Lien Creditors for interest accruing on the base amount of their respective M&M Lien claims at the contract rate and reasonable attorney's fees, (iii) that the Subject Chittim M&M Lien Creditors' liens are valid, perfected, enforceable, and attach to and encumber the total acreage included in each lease which is included (in whole or in part), described in, or a part of the Chittim Well, (iv) that UBOC does not have a valid, perfected or enforceable lien on the Chittim Well; and (v) that the Subject Chittim M&M Lien Creditors have valid, perfected, enforceable, first-priority liens on the above-listed leasehold interests in the Chittim Well.

106. **Count Eighteen.** Declaratory Judgment – Priority of Subject Oklahoma M&M Liens to the extent of the enhanced value of the Subject Oil and Gas Properties as a result of the goods, materials, supplies, machinery, equipment and labor furnished by the Subject M&M Lien Creditors. The Subject M&M Lien Creditors incorporate by reference paragraphs 1-28 above.

107. This claim for relief arises under the Federal Declaratory Judgment Act, 28 U.S.C. 2201 and Bankruptcy Rule 7001(2) and (9).

108. UBOC has asserted that it holds a valid, perfected, enforceable, first-priority lien and security interest on all of the Debtors' interests in the Subject Oklahoma Oil and Gas

Properties which are encumbered by the Subject Oklahoma M&M Liens. In addition to the Declaratory Relief sought in Counts 1-17, the Subject M&M Lien Creditors request that the Court issue a declaratory judgment that UBOC's asserted liens and security interests, if any, against the below-listed properties which are encumbered by the Subject Oklahoma M&M Liens are junior to the Subject Oklahoma M&M Liens, to the extent of any increase in value of such properties, after the applicable lien inception date (i.e. the date of commencement of furnishing of materials and/or labor) of the Subject Oklahoma M&M Liens, on a property-by-property basis:

**Baker Hughes**

**Oklahoma M&M Liens**

Claimant	Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Drilling Fluids	Dingo 11-1H	Hughes	106,975.93	6/11/2009	2661	1/210/3
Drilling Fluids	Gecko 22-1H	Hughes	88,363.10	6/11/2009	2662	1/210/5
BOT	Leopard 24-1H	Hughes	8,993.56	6/11/2009	2667	1/210/15
Drilling Fluids	Lizard 19-1H	Hughes	124,022.99	6/11/2009	2663	1/210/7
Christensen Drilling Fluids	Okapi 17-1H	Hughes	102,224.47	6/11/2009	2664	1/210/9
BOT	Panda 5-1H	Hughes	41,435.99	6/11/2009	2665	1/210/11
Christensen Drilling Fluids	Wombat 1-1H	Hughes	198,178.31	6/11/2009	2666	1/210/13

**Simons**

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Dingo 11-1H	Hughes	103,348.41	6/1/2009	2657	1/209/35
Lizard 19-1H	Hughes	64,448.85	6/1/2009	2655	1/209/31
Okapi 17-1H	Hughes	105,480.76	6/1/2009	2658	1/209/37
Wombat 1-1H	Hughes	129,958.90	6/1/2009	2656	1/208/33

**CES**

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/ Page/Line
Dingo 11-1H	Hughes	241,433.33	6/17/2009	2675	1/210/31
Gecko 22-1H	Hughes	352,108.33	6/17/2009	2676	1/210/33
Lizard 19-1H	Hughes	326,983.00	6/17/2009	2679	1/210/39
Okapi 17-1H	Hughes	360,839.16	6/17/2009	2677	1/210/35
Wombat 1-1H	Hughes	337,334.66	6/17/2009	2678	1/210/37

**Stanley**

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page/Line
Dingo 11-1H	Hughes	79,142.13	9/17/2009	2819	1/217/39
Okapi 17-1H	Hughes	97,807.00	9/17/2009	2820	1/218/1

**Miller**

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation #	Book/Page/Line
Dingo 11-1H	Hughes	32,000	8/11/2009	2758	1/214/37

**Select**

**Oklahoma M&M Liens**

Well	County	Total Amount of Lien	Date Lien Filed	Recordation Number	Book/Page
Wombat 1-1H	Hughes	29,000.00	6/17/2009	2685	1/211/11

**PRAYER**

WHEREFORE, Baker Hughes Oilfield Operations, Inc., Schlumberger Technology Corporation, Simons Petroleum, Inc., Texas CES, Inc. d/b/a Felderhoff Brothers Drilling, T.K. Stanley, Inc., Pumpco Energy Services, Inc., I.E. Miller Services, Inc., Bridgeport Tank Trucks, LLC and Select Energy Services, LLC d/b/a Tejas Oilfield Services respectfully request that the Court enter judgment in their favor and grant the relief requested herein and for such other and further relief to which the Subject M&M Lien Creditors are justly entitled.

Respectfully submitted,

By: /s/ Kenneth Green

Phil F. Snow

State Bar No. 18812600

Kenneth Green

State Bar No. 24036677

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